SEVENTH SUPPLEMENT TO MASTER TRUST INDENTURE

among

WESTMINSTER-CANTERBURY OF THE BLUE RIDGE,

WESTMINSTER-CANTERBURY OF THE BLUE RIDGE FOUNDATION

and

U.S. BANK NATIONAL ASSOCIATION,
as Master Trustee

Dated as of October 1, 2016

Supplementing the
Master Trust Indenture
dated as of March 1, 2007
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THIS SEVENTH SUPPLEMENT TO MASTER TRUST INDENTURE, is dated as of October 1, 2016 (this "Seventh Supplement"), and is between WESTMINSTER-CANTERBURY OF THE BLUE RIDGE (the "Corporation"), a nonstock, not-for-profit Virginia corporation, WESTMINSTER-CANTERBURY OF THE BLUE RIDGE FOUNDATION (the "Foundation"), a nonstock, not-for-profit Virginia corporation, and U.S. BANK NATIONAL ASSOCIATION, a national banking association, existing under the laws of the United States of America, as master trustee (the "Master Trustee") and supplements the Master Trust Indenture dated as of March 1, 2007 (as previously supplemented and amended, the "Original Master Indenture" and as further amended or supplemented from time to time in accordance with its terms, including as supplemented by the Seventh Supplement, the "Master Indenture"), between the Corporation, the Foundation, and the Master Trustee.

WITNESSETH:

WHEREAS, the Corporation and the Foundation have entered into the Master Indenture which provides for the issuance by any Member of the Obligated Group (as defined in the Master Indenture) of their obligations thereunder, upon such Member of the Obligated Group and the Master Trustee entering into an indenture supplemental to the Master Indenture to issue such obligations;

WHEREAS, the Corporation will issue a promissory note dated October 4, 2016 (the "Note") pursuant to a Bond Purchase and Loan Agreement dated as of October 1, 2016 (the "Agreement"), between the Economic Development Authority of Albemarle County, Virginia (the "Authority"), the Corporation and STI Institutional & Government, Inc. (the "Bondholder");

WHEREAS, the Corporation will issue the Note to evidence its obligation under the Authority's loan to the Corporation of the proceeds of the Authority's Residential Care Facility Mortgage Revenue Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B in the principal amount equal to the aggregate amount of $39,500,000 (the "Series 2016B Bond");

WHEREAS, the Corporation desires to issue the Note as an Obligation under the Master Indenture (as more particularly defined below, "Obligation No. 9");

WHEREAS, all acts and things necessary to constitute this Seventh Supplement a valid indenture and agreement according to its terms have been done and performed, and the Corporation and the Foundation have duly authorized the execution and delivery of this Seventh Supplement and Obligation No. 9;

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Master Trustee of the trusts hereby created, and of the giving of consideration for and acceptance of Obligation No. 9 by the holder thereof, the Corporation and the Foundation covenant and agree with the Master Trustee, for the benefit of the holder from time to time of Obligation No. 9, as follows:

NOW, THEREFORE, in consideration of the foregoing, of the acceptance by the Master Trustee of the trusts hereby created, and of the giving of consideration for and acceptance
of the Obligation issued hereunder by the Corporation, the Obligated Group covenants and
agrees with the Master Trustee, for the benefit of the Bondholder, as follows:

Section 1. Definitions. All terms used herein that are defined in the Master
Indenture shall have the meanings assigned to them therein. The following words and phrases
shall have the following meanings in this Seventh Supplement unless the context otherwise
requires:

"Obligation No. 9" means the Corporation's promissory note in the principal amount
equal to the aggregate amount of the Series 2016B Bond $39,500,000 dated the date of its
delivery, issued and delivered to the Authority.

"Seventh Supplement" means this Seventh Supplement to Master Trust Indenture dated
as of October 1, 2016, among the Corporation, the Foundation and the Master Trustee.

Section 2. Issuance of Obligation No. 9. There is hereby created and authorized to
be issued, as an Obligation under the Master Indenture, Obligation No. 9 in an aggregate
principal amount equal to the aggregate amount of the Series 2016B Bond equal to $39,500,000,
designated "Westminster-Canterbury of the Blue Ridge Promissory Note Constituting Obligation
No. 9." Obligation No. 9 shall be dated the date of its delivery, and shall be payable in such
amounts, at such times and in such manner and shall have such other terms and provisions as are
set forth in the form of Obligation No. 9 attached hereto as Exhibit A. Pursuant to Section 3.01
of the Master Indenture, Obligation No. 9 is a joint and several obligation of each Member of the
Obligated Group, including the Corporation and the Foundation. The Authority shall assign
Obligation No. 9 to the Bondholder pursuant to the Agreement and this Seventh Supplement.

Section 3. Payments on Obligation No. 9. Principal of, and interest and any
applicable redemption premium on, Obligation No. 9 are payable in lawful money of the United
States of America. Payments of principal of, premium, if any, and interest on Obligation No. 9
shall be made at the times and in the amounts specified in Obligation No. 9 by wire or other
transfer of immediately available funds or by payment of clearing house or same-day funds by
the Obligated Group depositing the same with or to the account of the Bondholder at or prior to
the opening of business on the day such payments shall become due or payable (or the next
preceding Business Day if such date is a Saturday, Sunday or holiday in the city in which the
office of the Bondholder to which payments are to be made is located), and giving notice to the
Master Trustee of each payment of principal, interest or premium on such Obligation, specifying
the amount paid and identifying such payment as a payment on Obligation No. 9.

Section 4. Execution and Authentication of Obligation No. 9. Obligation No. 9
shall be manually executed for and on behalf of the Corporation by its President and Chief
Executive Officer and on behalf of the Foundation by its President and Chief Executive Officer.
If any officer whose signature appears on Obligation No. 9 ceases to be such officer before
delivery thereof, such signature shall remain valid and sufficient for all purposes as if such
officer had remained in office until such delivery. Obligation No. 9 shall be manually
authenticated by an authorized officer of the Master Trustee, without which authentication
Obligation No. 9 shall not be entitled to the benefits hereof.
Section 5.  **Prepayment of Obligation No. 9.** Obligation No. 9 is subject to prepayment as set forth therein.

Section 6.  **Discharge of Supplement.** Upon payment by the Obligated Group of a sum in cash or Defeasance Obligations, or both, sufficient, together with any other cash and obligations held by the Bondholder and available for such purpose, to cause all of the outstanding principal of and premium, if any, and accrued interest on the Series 2016B Bond to be deemed to have been paid within the meaning of Section 11.1 of the Agreement and to pay all other amounts referred to in such Section 11.1 to be paid, Obligation No. 9 shall be deemed to have been paid and to be no longer Outstanding under the Master Indenture, Obligation No. 9 shall no longer be an Obligation under the Master Indenture and this Seventh Supplement shall cease to be of further effect.

Section 7.  **Ratification of Master Indenture.** As supplemented hereby, the Original Master Indenture is in all respects ratified and confirmed and the Original Master Indenture as supplemented hereby shall be read, taken and construed as one and the same instrument.

Section 8.  **Severability.** If any provision of this Seventh Supplement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 9.  **Counterparts.** This Seventh Supplement may be executed in several counterparts, each of which together shall be an original and all of which shall constitute one instrument.

Section 10.  **Governing Law.** This Seventh Supplement shall be governed by and construed in accordance with laws of the Commonwealth of Virginia, without regard to conflicts of law principles thereof.

Section 11.  **Freedom Act.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly the Master Trustee will require documentation from each non-individual person such as a business entity, a charity, a trust, or other legal entity verifying its formation as a legal entity. The Master Trustee may also request identifying information to sufficiently verify the identities of individuals claiming authority to represent the entity.

[Signature Page Follows]
IN WITNESS WHEREOF, the Corporation and the Foundation have caused this Seventh Supplement to be signed in their name and on their behalf by their duly authorized officers and, to evidence their acceptance of the trusts hereby created, the Master Trustee has caused this Seventh Supplement to be signed in its name and on its behalf by its duly authorized officer, all as of the date first above written.

WESTMINSTER-CANTERBURY OF THE BLUE RIDGE

By: ________________

Gary B. Selmeczi
President and Chief Executive Officer

WESTMINSTER-CANTERBURY OF THE BLUE RIDGE FOUNDATION

By: ________________

Gary B. Selmeczi
President and Chief Executive Officer

COMMONWEALTH OF VIRGINIA  )

County OF Albemarle  )

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that Gary B. Selmeczi, whose name as the President and Chief Executive Officer of Westminster-Canterbury of the Blue Ridge and Westminster-Canterbury of the Blue Ridge Foundation is signed to the foregoing Seventh Supplement to Master Trust Indenture, acknowledged the same before me in my jurisdiction aforesaid, on behalf of both Westminster-Canterbury of the Blue Ridge and Westminster-Canterbury of the Blue Ridge Foundation.

Given under my hand this 26th day of September, 2016.

My Commission Expires: January 31, 2017

[SEAL]

Sandy Streek Toms
Commonwealth of Virginia
Notary Public
Commission No. 7565348
My Commission Expires 1/31/2017

Notary Public
7565348
Notary Registration No.

[Signature Page to Seventh Supplement to Master Trust Indenture]
U.S. BANK NATIONAL ASSOCIATION, as 
Master Trustee

By: Nancy C. Blodinger 
Vice President

COMMONWEALTH OF VIRGINIA  
City of Richmond

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that Nancy C. Blodinger, whose name as the Vice President of U.S. Bank National Association is signed to the foregoing Seventh Supplement to Master Trust Indenture, acknowledged the same before me in my jurisdiction aforesaid, on behalf of U.S. Bank National Association.

Given under my hand this 29th day of September, 2016.

My Commission Expires: 1-31-2019

[SEAL]

Jessica C. Randolph
Notary Public

Notary Registration No. 335404

[Signature Page to Seventh Supplement to Master Trust Indenture]
EXHIBIT A

Form of Obligation No. 9

(See Attached)
WESTMINSTER-CANTERBURY OF THE BLUE RIDGE
PROMISSORY NOTE CONSTITUTING OBLIGATION NO. 9

$39,500,000

Dated: October 4, 2016

Westminster-Canterbury of the Blue Ridge (the "Corporation"), a nonstock, not-for-profit Virginia corporation, for value received, hereby promises to pay to the Economic Development Authority of Albemarle County, Virginia (the "Authority"), or assigns, the principal sum of THIRTY-NINE MILLION FIVE HUNDRED THOUSAND DOLLARS ($39,500,000), or such lesser amount as may be advanced hereunder, as follows.

This Promissory Note is issued as an Obligation pursuant to that certain Master Trust Indenture dated as of March 1, 2007, between the Corporation and U.S. Bank National Association, as master trustee (the "Master Trustee"), as previously supplemented and amended and as further supplemented by a Seventh Supplement to Master Trust Indenture dated as of September 1, 2016, among the Corporation, Westminster-Canterbury of the Blue Ridge Foundation (the "Foundation") and the Master Trustee (collectively, the "Master Indenture").

Installments of principal and interest shall be made as required by the Bond Purchase and Loan Agreement dated as of September 1, 2016 (the "Agreement"), among the Authority, the Corporation and STI Institutional & Government, Inc., as bondholder (the "Bondholder"), and to make payments with respect to the Authority's Residential Care Facility Mortgage Revenue Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B in a principal amount equal to $39,500,000 (the "Series 2016B Bond").

The principal sum payable under this Promissory Note shall be equal to the sum of the amounts advanced by the Bondholder under the Series 2016B Bond and this Promissory Note, as shown on the table of principal advances appearing at the end of the Series 2016B Bond or in a separate ledger maintained by the registered owner of the Series 2016B Bond, less the aggregate amount of principal payments which have been made on the Series 2016B Bond and this Promissory Note (whether upon principal installment dates, by prepayment or otherwise). No notation is required to be made on this Promissory Note of the payment of any principal or interest on normal installment payment dates. HENCE, THE FACE AMOUNT OF THIS PROMISSORY NOTE MAY EXCEED THE PRINCIPAL SUM REMAINING OUTSTANDING AND DUE HEREUNDER.

All payments of principal and interest shall be made in lawful money of the United States of America at the principal office of the Bondholder, in Roanoke, Virginia, or at such other place as the Bondholder may direct in writing and giving notice of payment to the Master Trustee as provided in the Master Indenture.

The Authority, by the execution of the Agreement and the assignment form at the foot of this Promissory Note, is assigning this Promissory Note and the payments thereon to the Bondholder as security for the Series 2016B Bond, as issued pursuant to the Agreement. Payments of principal of and premium, if any, and interest on this Promissory Note shall be
made directly to the Bondholder for the account of the Authority pursuant to such assignment and applied only to the principal of and premium, if any, and interest on the Series 2016B Bond. All obligations of the Corporation hereunder shall terminate when all sums due and to become due pursuant to the Agreement, this Promissory Note and the Series 2016B Bond, have been paid or provided for in full.

In addition to the payments of principal and interest specified in the second paragraph hereof, the Corporation shall also pay such additional amounts, if any, that it is required to pay pursuant to the terms of the Master Indenture and the Agreement.

This Promissory Note may be prepaid only as provided in the Series 2016B Bond and the Master Indenture.

This Promissory Note is issued in satisfaction of the Corporation's payment obligations of the Agreement and is entitled to the benefits and subject to the conditions thereof, including the provisions of Section 6.3 thereof that the Corporation's obligations thereunder and hereunder shall be unconditional. This is a single Obligation of the Corporation, the Foundation and any other Members of the Obligated Group (as defined in the Master Indenture), limited to $39,500,000 in principal amount, and is issued pursuant to the Master Indenture. This Promissory Note and all other Obligations Outstanding under the Master Indenture are equally and ratably secured by the provisions of the Master Indenture. This Promissory Note is issued as a Secured Obligation (as defined in the Master Indenture) under the Master Indenture, and, together with all other Secured Obligations Outstanding under the Master Indenture, is equally and ratably secured by an Amended and Restated Deed of Trust and Security Agreement dated as of March 1, 2007, as previously supplemented and amended and as further supplemented and amended by a Modification to Deed of Trust and Security Agreement dated as of September 1, 2016 (collectively, the "Deed of Trust"), each from the Corporation to certain deed of trust trustees. All the terms, conditions and provisions of the Agreement, Master Indenture and Deed of Trust are, by this reference thereto, incorporated herein as a part of this Promissory Note.

Upon the occurrence of certain Events of Default (as defined in the Master Indenture), the principal of all Obligations then Outstanding under the terms of the Master Indenture may be declared, and the same shall become due, in accordance with the Master Indenture.

The registered owner of this Promissory Note shall have no right to enforce the provisions of the Master Indenture, or to institute any action to enforce the covenants therein, or to take any action with respect to any default under the Master Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Master Indenture.

This Promissory Note is issuable only as a fully registered Obligation. This Promissory Note shall be registered on the registration books to be maintained by the Master Trustee for that purpose at the corporate trust office of the Master Trustee and the transfer of this Promissory Note shall be registrable only upon presentation of this Promissory Note at such office by the registered owner or by his duly authorized attorney and subject to the limitations, if any, set forth in the Master Indenture. Such registration of transfer shall be without charge to the registered owner hereof, but any taxes or other governmental charges required to be paid with respect to the
same shall be paid by the registered owner requesting such registration of transfer as a condition precedent to the exercise of such privilege. Upon any such registration of transfer, the Corporation shall execute and the Master Trustee shall authenticate and deliver in exchange for this Promissory Note a new Obligation, registered in the name of the transferee.

Prior to due presentment hereof for registration of transfer, the Corporation, the Foundation, all other Members of the Obligated Group and the Master Trustee may deem and treat the person in whose name this Promissory Note is registered as the absolute owner hereof for all purposes; and neither the Corporation, the Foundation, any other Members of the Obligated Group nor the Master Trustee shall be affected by any notice to the contrary. All payments made to the registered owner hereof shall be valid, and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable on this Promissory Note.

Upon the prepayment or the call for redemption and the surrender of this Promissory Note for prepayment or redemption in part only, the Corporation shall cause to be executed, and the Master Trustee shall authenticate and deliver to or upon the written order of the Bondholder, at the expense of the Corporation, a new Promissory Note of like form and tenor, but in principal amount equal to the unpaid or unredeemed portion of the principal of this Promissory Note. The Bondholder may, in lieu of surrendering this Promissory Note for a new fully registered Promissory Note, endorse on this Promissory Note acknowledgment of such partial prepayment or redemption, which acknowledgment shall set forth, over the signature of the Bondholder, the payment date, the principal amount prepaid or redeemed and the principal amount remaining unpaid.

This Promissory Note shall not be entitled to any benefit under the Master Indenture, or be valid or become obligatory for any purpose, until this Promissory Note shall have been authenticated as an Obligation under the Master Indenture by execution by the Master Trustee, or its successor as Master Trustee, of the Certificate of Authentication inscribed hereon.

[Signature Page Follows]
IN WITNESS WHEREOF, Westminster-Canterbury of the Blue Ridge has caused this Promissory Note constituting Obligation No. 9 to be duly executed and to be dated the date first above written.

WESTMINSTER-CANTERBURY OF THE BLUE RIDGE

By: ________________________________

Gary B. Selmeci
President and Chief Executive Officer

COMMONWEALTH OF VIRGINIA )
) )
Signature of Witness OF )
)

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that Gary B. Selmeci, whose name as the President and Chief Executive Officer of Westminster-Canterbury of the Blue Ridge, is signed to the foregoing Promissory Note constituting Obligation No. 9, acknowledged the same before me in my jurisdiction aforesaid, on behalf of the foregoing.

Given under my hand this _____ day of ________, 2016.

My Commission Expires: ______________________

[SEAL]

______________________________
Notary Public

______________________________
Notary Registration No.

[Signature Page to Promissory Note]
MASTER TRUSTEE'S AUTHENTICATION CERTIFICATE

The undersigned Master Trustee hereby certifies that this Obligation designated Obligation No. 9 is one of the Obligations described in the within-mentioned Master Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Master Trustee

By: ..............................................................
    Nancy C. Blodinger
    Authorized Signatory

[Signature Page to Promissory Note – Authentication Certificate]
ASSIGNMENT

The Economic Development Authority of Albemarle County (the "Authority"), hereby irrevocably assigns, without recourse, the foregoing Promissory Note to STI Institutional & Government, Inc. (the "Bondholder"), pursuant to the Bond Purchase and Loan Agreement dated as of September 1, 2016 (the "Agreement"), among the Authority, Westminster-Canterbury of the Blue Ridge (the "Corporation") and the Bondholder. The Authority further hereby directs the Corporation, as the maker of the Promissory Note, to make all payments of principal of, premium and interest thereon directly to the Bondholder as provided in the Agreement, or at such other place as the Bondholder may direct in writing. Such assignment is made as security for the payment of the Authority's Residential Care Facility Mortgage Revenue Refunding Bond (Westminster-Canterbury of the Blue Ridge), Series 2016B.

ECONOMIC DEVELOPMENT AUTHORITY OF ALBEMARLE COUNTY, VIRGINIA

By: ______________________________________
    Chairman

COMMONWEALTH OF VIRGINIA )
    )
    ) OF ____________________

The undersigned Notary Public in and for the jurisdiction aforesaid hereby certifies that ____________________, whose name as the Chairman of the Economic Development Authority of Albemarle County, Virginia, is signed to the foregoing Promissory Note constituting Obligation No. 9, acknowledged the same before me in my jurisdiction aforesaid, on behalf of the foregoing.

Given under my hand this _____ day of ________, 2016.

My Commission Expires: ______________________

[SEAL]

________________________________________
Notary Public

________________________________________
Notary Registration No.